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Via Electronic Filing

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection
Agreement with South Carolina Electric & Gas Company
Docket Number 2018-401-E**

Dear Ms. Boyd:

SCE&G is in receipt of Beulah Solar, LLC's ("Beulah") and Eastover Solar, LLC ("Eastover") (collectively, "Complainants") Motion to Hold Docket in Abeyance ("Motion"). SCE&G opposes this most recent delay tactic but will respond more fully next week in opposition to the Motion through a filed response.

SCE&G submits this letter in advance of the upcoming February 25, 2019 discovery deadline and other deadlines and requirements for Complainants, who initiated this dispute, to ensure compliance with the existing discovery deadlines and hearing dates. Just recently, on February 11, 2019, Hearing Officer Minges issued a directive to consolidate Eastover's Request for Modification, filed in Docket No. 2019-51-E, into Docket No. 2018-401-E, the "Beulah Proceeding." In that directive which granted the joint motion of SCE&G and the Complainants, Hearing Officer Minges states, "The Parties further move to clarify that the schedule directed by the Commission in its Prefile Testimony Letter, filed on January 18, 2019 in the Beulah Proceeding also now incorporate Eastover Solar under the same deadlines as Beulah Solar." Thus, Complainants recently acknowledged and stipulated to existing deadlines and requirements.

Simply filing its Motion, does not relieve Complainants of their duty to comply with existing discovery deadlines, or any other obligations, contractual or otherwise. Moreover, SCE&G will deem all Requests for Admission that are unanswered or not otherwise denied within the timeframe prescribed by the South Carolina Rules of Civil Procedure as "Admitted."

As SCE&G will explain more fully in its Opposition to the Motion, there are two issues before the Commission: (1) Complainants' failure to make Milestone Payment 1 and (2) the

resulting termination of Complainants' interconnection agreements ("IA"), and (2) Complainants' request to modify the curtailment provisions contained in their respective IAs. As SCE&G has clearly demonstrated from the outset, the two issues are in no way linked, are completely unrelated, and the performance of one is not conditioned on the other. SCE&G contends that Complainants' Requests for Modification were premature and more properly considered after the conclusion of the stakeholder process. In fact, Complainants' recent Motion only highlights the obvious point that any potential issues that may arise relating to the curtailment language, do not excuse, justify or allow Complainants' nonperformance under their respective IAs, i.e., failure to make required Milestone Payment 1. Complainants' still have the burden of proving that this Commission should take the extraordinary step to open the IAs, modify the agreed to Milestone deadlines and reinstate the terminated IAs. Finally, Complainants must also establish on the record why the Commission should cease all solar development now because of a purported possible future change to curtailment language.

For the reasons above, SCE&G reminds the Complaints' about the upcoming deadlines and the importance of meeting these deadlines.

If you have any questions, please do not hesitate to contact me.

Sincerely,



J. Ashley Cooper

JAC:hmp

Enclosure

cc: (Via Electronic Mail and First Class Mail)
Richard L. Whitt